

SERIAL 08136 S

HVAC SERVICE AND REPAIR

DATE OF LAST REVISION: June 21, 2012

CONTRACT END DATE: June 30, 2015

CONTRACT PERIOD THROUGH JUNE 30, ~~2012~~ 2015

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **HVAC SERVICE AND REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 17, 2009**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, **Chief Procurement Officer**
Office of Procurement Services

DW/mm
Attach

Copy to: **Office of Procurement Services**
Richard Crago, Facilities Management

(Please remove Serial 01101-S from your contract notebooks)

HVAC SERVICE AND REPAIR

1.0 INTENT:

The intent of this Solicitation is to provide a source for repair, maintenance, installation, and retrofit for heating, ventilation, and air conditioning (HVAC) equipment, including the replacement of evaporative cooler units for the Facilities Management department (FMD) throughout Maricopa County. Major retrofits and projects will be through the use of quotes from all vendors awarded to this contract, at the time of project.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor rate bid for normal business hours shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder.

The work shall consist of repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit), for the following HVAC groups, but not limited to

Group 1: Residential, 1.5 ton through 20 ton units:

- Package air conditioning units
- Air conditioning compressors:
 - Hermetic
 - SEMI Hermetic
 - Open drive reciprocating
- HVAC/split systems/remote condensing units/repair and replace units
- Evaporative cooler replacement

Group 2: Commercial/industrial, 1.5 ton through 250 ton:

- Package air conditioning units
- Computer room a/c equipment
- Air Washers
- Fan coils & air handlers
- Gas fired heating systems
- Chilled water systems
- Condenser/chilled water pumps:
 - Centrifugal
 - Submersible
 - Vertical
 - Turbine
- Cooling towers:
 - Drift Eliminators
 - Spray nozzles
 - Float mechanisms
 - Drive motors, shafts, and bearings
- Hydronic boilers
- Variable Air Volume (VAV) units
- Associated support components:
 - Distribution piping/plumbing including component parts
- Electrical distribution:
 - 120 volts through 600 volts, single and three phase
 - Wiring

DDC controls
Contactors, magnetic starters:
Conduit
Thermostats
Velocity controllers
Transmitters
Duct:
Fabrication, design and installation
Repair
Distribution diffusers
Pneumatic controls:
Calibrations
Repairs to the pneumatic system
Repairs/replacement to air compressors
Air/dirt separator units

2.0 SCOPE OF SERVICES:

- 2.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required to repair, retrofit, or replacement of HVAC systems and products used in the residential, commercial, and industrial environments.
- 2.2 Machinery/equipment that will be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services, such as, but not limited to:

Backhoes
Jackhammers
Concrete cutters
Excavators
Chain hoists
Cranes

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%).

- 2.3 Service Hours:
- 2.3.1 REGULAR SERVICE shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.
- 2.3.2 AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.
- 2.3.3 SUNDAY & HOLIDAYS shall be work performed during Sundays or during any County holiday.
- 2.4 Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County services 365 days per year, 24 hours per day.
- 2.5 Response Times:
- 2.5.1 Response time to all *REGULAR* service work shall be within four (4) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during REGULAR hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

- 2.5.2 *AFTER HOURS* and *SUNDAY AND HOLIDAY* request shall have a two (2) hour response time.
- 2.5.3 The Contractor shall provide twenty-four (24) hour toll free telephone access to their staff. Contractor staff must respond back to the requestor within thirty (30) minutes.

2.6 PROJECT WORK AND TIME AND MATERIALS:

- 2.6.1 Project work shall mean work performed on major retrofits/repairs, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor **MUST** submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.
- 2.6.2 The threshold from time and materials to project work shall be **\$5,000**. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- 2.6.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.
- 2.6.4 The County’s project quote sheet will contain the following information:
The contract serial number;
Name and address of site;
FMD site ID number;
Detailed scope of work,
Other information relative to the SOW,
Line item, project cost,
Check box for “will quote” or “will not quote” the project,
Deadlines for quote delivery,
Signature line for both the County and the Contractor
- 2.6.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the **Office of Procurement Services** and FMD to discuss possible default of contract.
- 2.6.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. **ALL** contractors shall have an opportunity to quote on project work, and the County user agencies **MUST** ensure all contractors of record for HVAC services receive such documentation.
- 2.6.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.
- 2.6.8 This contract may also be used for time and materials work (under **\$5,000.00**) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second

call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. If the vendor cannot perform work, the County will not be charged for an evaluation. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

2.6.9 Time And Materials, Labor Hour Quotes:

The Contractor, when submitting a quote to perform a T&M HVAC task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

- 2.7 The Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are, if in the best interest of the County, to utilize its own HVAC commodity contracts to source said supplies.

2.8 Warranty:

Replacement parts/components/units shall be new and with minimum warranty of ninety (90) days, unless longer warranties are available from manufacturers. All labor for repairs shall have a 90-day warranty.

2.9 Trip Charges:

Trip charges are allowed when the contractor arrives on site at the scheduled time and is unable to locate someone who knows anything of the call, sometimes referred to as a dead-end call --or-- the technician examines the problem and nothing is found to be wrong and therefore actual labor is not initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual HVAC work is initiated (Exceptions: if outside the 25-mile radius).

- 2.10 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of refrigerant.

- 2.11 Repair work for HVAC service shall be performed with the use of one (1) HVAC technician. If needed, Contractor may dispatch a laborer to aid the technician. Any additional technicians or laborers needed for a specific job must be pre-approved by the County user agency.

2.12 Technical Training To County Staff:

The Contractor(s) may be required to provide technical expertise training in HVAC services. These training sessions will be on-request by applicable County agencies. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Exceptions: equipment units purchased under project work will be specified in the job scope to include training. Technical training shall be performed during regular business hours.

- 2.13 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.14 Employees Of The Contractor

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.15 Price Rate Exceptions In The Use of Subcontractors:

Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but not limited to: concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

Additionally, insurance and bonding requirements as outlined in this contract shall be a requirement of the subcontractor.

2.16 Contractor Qualifications:

2.16.1 Contractor's firm must be in business HVAC service a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.16.2 Contractor's technical staff must have CFC certification. Technicians must be thoroughly trained with a minimum of five (5) years experienced in the field of air conditioning and heating, and have factory certified training. Proof of these requirements must accompany bid package.

2.16.3 Contractors shall be licensed by the State of Arizona, Registrar of Contractors, having a L-39 license for Air Conditioning and Refrigeration. Copies of license must accompany bid package.

2.16.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine HVAC service and repairs, and hot water boiler service and repair. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.16.5 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.

2.17 Contractor Requirements

2.17.1 All service work performed by Contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through a audit and feedback system of contract administration shall be used in this contract, by the Facilities Management Department.

2.17.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed, having sign-off by user agency, or Facilities Management.

2.17.3 The Contractor shall make necessary repairs to HVAC units in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract,

the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.17.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

2.17.5 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.

2.18 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.19 INVOICES AND PAYMENTS:

2.19.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.19.2 Billable Parts Pricing:

All parts sold to the County MUST be itemized and priced in one of two formats:

- (a) Priced separately as:
Contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]), or
- (b) Part priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX% over cost."

2.19.3 Invoicing for project work must contain:

Contract serial number;
Purchase order number (If used);
Terms as bid;
Description of work performed;
Location of job site and FMD site number);

Project cost as quoted;
Applicable construction tax if required (65% of retail tax rate);
Grand total.
Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 2.19.4 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.19.5 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.19.6 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.20 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.21 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.22 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.23 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
 - 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

(N.B. - \$1,000,000 limits on larger contracts)

- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

- 3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

- 3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- 3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 BOND REQUIREMENT:

- 3.6.1 This requirement applies to project quotes only and may be required at the time of project award.

- 3.6.1.1 A Performance Bond equal to the full project amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

- 3.6.1.2 A Payment Bond equal to the full project amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

- 3.6.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

- 3.6.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies

shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 REQUIREMENTS CONTRACT:

3.10.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.10.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.10.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.12 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.13 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.14 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.15 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.17 SUBCONTRACTING:

3.17.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.17.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor,

who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.18 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

3.19 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.25.1.1 Render a decision;
 - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to

prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.29.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**
- 3.29.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.30 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ANDREW'S REFRIGERATION, 5617 E. HILLARY DRIVE, SCOTTSDALE, AZ 85254

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	

PRICING SHEET NIGP CODE: 9415504, 94155

1.0 PRICING:

Trip charges are explained in Section 2.9.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below).

More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when technician arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

RESIDENTIAL: 1ST CALL

1.1	Labor, REGULAR business hours:	58	/per hr.
1.1.1	Trip charge (see Section 2.7):	58	/flat rt.
1.2	Labor, AFTER HOURS:	87	/per hr.
1.2.1	Trip charge (see Section 2.7):	87	/flat rt.
1.3	Labor, WEEKEND AND HOLIDAY:	87	/per hr.
1.3.1	Trip charge (see Section 2.7):	87	/flat rt.

COMMERCIAL/INDUSTRIAL: 1ST CALL

1.4	Labor, REGULAR business hours:	58	/per hr.
1.4.1	Trip charge (see Section 2.7):	58	/flat rt.
1.5	Labor, AFTER HOURS:	87	/per hr.
1.5.1	Trip charge (see Section 2.7):	87	/flat rt.
1.6	Labor, WEEKEND AND HOLIDAY:	87	/per hr.
1.6.1	Trip charge (see Section 2.7):	87	/flat rt.

OTHER:

1.10	Parts, components, units, etc., cost plus:	15-25	%
1.11	Labor, for services outside the scope of contract:	58	/per hr.
1.12	Training (conducted at County location):	58	/per hr.

ANDREW'S REFRIGERATION, 5617 E. HILLARY DRIVE, SCOTTSDALE, AZ 85254

Terms:	1% 10 days Net 30 days
Vendor Number:	W000001238 X
Telephone Number:	602-992-9560
Fax Number:	602-992-9570
Contact Person:	Carrol Harris
E-mail Address:	carrol@weareiceonline.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2012 2015.

ARTIC AIR HEATING AND COOLING, 1720 E. DEER VALLEY RD, SUITE #105, PHOENIX, AZ 85024

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[X]	[]	1%

PRICING SHEET NIGP CODE: 9415504, 91455

1.0 PRICING:

Trip charges are explained in Section 2.9.

All billable rates after the first hour shall be in increments of one-quarter hour.
Service rates shall start when tradesman arrives on-site (See note below).
More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when technician arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

RESIDENTIAL: 5TH 4TH CALL

1.1	Labor, REGULAR business hours:	\$66	/per hr.
1.1.1	Trip charge (see Section 2.7):	\$66	/flat rt.
1.2	Labor, AFTER HOURS:	99	/per hr.
1.2.1	Trip charge (see Section 2.7):	99	/flat rt.
1.3	Labor, SUNDAY AND HOLIDAY:	132	/per hr.
1.3.1	Trip charge (see Section 2.7):	132	/flat rt.

COMMERCIAL/INDUSTRIAL: 5TH 4TH CALL

1.4	Labor, REGULAR business hours:	\$66	/per hr.
1.4.1	Trip charge (see Section 2.7):	\$66	/flat rt.
1.5	Labor, AFTER HOURS:	\$99.00	/per hr.
1.5.1	Trip charge (see Section 2.7):	\$99.00	/flat rt.
1.6	Labor, SUNDAY AND HOLIDAY:	\$132	/per hr.
1.6.1	Trip charge (see Section 2.7):	\$132	/flat rt.

ARTIC AIR HEATING AND COOLING, 1720 E. DEER VALLEY RD, SUITE #105, PHOENIX, AZ 85024

OTHER:

1.10	Parts, components, units, etc., cost plus:	29	%
1.11	Labor, for services outside the scope of contract:	66	/per hr.
1.12	Training (conducted at County location):	66	/per hr.

Terms: 1% 10 days Net 30 days

Vendor Number: W000012839 X

Telephone Number: 623-582-8004

Fax Number: 623-582-8014

Contact Person: Marcia Stewart

E-mail Address: marcia@articac.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2012 2015.**

BEL-AIRE MECHANICAL, INC., 4201 N. 47TH AVE, PHOENIX, AZ 85031

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[X]	[]	1.00%

PRICING SHEET NIGP CODE: 9415504, 94155

1.0 PRICING:

Trip charges are explained in Section 2.9.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below).

More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when technician arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

RESIDENTIAL: 3RD CALL 5TH CALL

		<u>Eff. 07/01/12</u>	
1.1	Labor, REGULAR business hours:	\$73.04	59.00 /per hr.
1.1.1	Trip charge (see Section 2.7):	\$73.04	59.00 /flat rt.
1.2	Labor, AFTER HOURS:	\$109.56	89.00 /per hr.
1.2.1	Trip charge (see Section 2.7):	\$109.56	89.00 /flat rt.
1.3	Labor, WEEKEND AND HOLIDAY:	\$146.08	112.00 /per hr.
1.3.1	Trip charge (see Section 2.7):	\$146.08	112.00 /flat rt.

COMMERCIAL/INDUSTRIAL: 2ND CALL 5TH CALL

1.4	Labor, REGULAR business hours:	\$73.04	59.00 /per hr.
1.4.1	Trip charge (see Section 2.7):	\$73.04	59.00 /flat rt.
1.5	Labor, AFTER HOURS:	\$109.56	89.00 /per hr.
1.5.1	Trip charge (see Section 2.7):	\$109.56	89.00 /flat rt.
1.6	Labor, WEEKEND AND HOLIDAY:	\$146.08	112.00 /per hr.
1.6.1	Trip charge (see Section 2.7):	\$146.08	112.00 /flat rt.

BEL-AIRE MECHANICAL, INC., 4201 N. 47TH AVE, PHOENIX, AZ 85031

OTHER:

- 1.10** Parts, components, units, etc., cost plus: 19 %
- 1.11** Labor, for services outside the scope of contract: \$59.00 /per hr.
- 1.12** Training (conducted at County location): \$59.00 /per hr.

Terms: 1% 10 days Net 30 days

Vendor Number: W000001391 X

Telephone Number: 623-846-8613 ~~8675 8664~~ **8600**

Fax Number: 623-846-8713 ~~8775 8764~~ **8700**

Contact Person: ~~Keri Merchant~~ Jeff Jones ~~Scott Wright~~, Jane Smith **Howard Clifford**

E-mail Address: ~~kmerchant@belairemechanical.com~~ jjones@belairemechanical.com
~~Swright~~ jsmith@belairemechanical.com
hclifford@belairemechanical.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2012 2015.**

CHILLER SERVICES, 2889 S SHOSHONE STREET, ENGLEWOOD, CO 80010

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[X]	[]	1.50%

PRICING SHEET NIGP CODE: 9415504, 91455

1.0 PRICING:

Trip charges are explained in Section 2.9.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below).

More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when technician arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

RESIDENTIAL: 4TH 3RD CALL

1.1	Labor, REGULAR business hours:	\$65	/per hr.
1.1.1	Trip charge (see Section 2.7):	\$20	/flat rt.
1.2	Labor, AFTER HOURS:	\$80	/per hr.
1.2.1	Trip charge (see Section 2.7):	\$20	/flat rt.
1.3	Labor, WEEKEND AND HOLIDAY:	\$100	/per hr.
1.3.1	Trip charge (see Section 2.7):	\$20	/flat rt.

COMMERCIAL/INDUSTRIAL: 3RD 2ND CALL

1.4	Labor, REGULAR business hours:	\$65	/per hr.
1.4.1	Trip charge (see Section 2.7):	\$20	/flat rt.
1.5	Labor, AFTER HOURS:	\$80	/per hr.
1.5.1	Trip charge (see Section 2.7):	\$20	/flat rt.
1.6	Labor, WEEKEND AND HOLIDAY:	\$100	/per hr.
1.6.1	Trip charge (see Section 2.7):	\$20	/flat rt.

CHILLER SERVICES, 2889 S SHOSHONE STREET, ENGLEWOOD, CO 80010

OTHER:

- | | | | |
|-------------|--|------|----------|
| 1.10 | Parts, components, units, etc., cost plus: | 18 | % |
| 1.11 | Labor, for services outside the scope of contract: | \$85 | /per hr. |
| 1.12 | Training (conducted at County location): | \$85 | /per hr. |

Terms:	Net 30
Vendor Number:	W000012543 X
Telephone Number:	303-781-3030
Fax Number:	303-762-6476
Contact Person:	Shelley Samuelson
E-mail Address:	shelley@chillerservices.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2012 2015.

DELTA BAP INC., 16614 N. 40TH DRIVE, PHOENIX, AZ 85053

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	

PRICING SHEET NIGP CODE: 9415504, 94155

1.0 PRICING:

Trip charges are explained in Section 2.9.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below).

More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time.

This service rate shall commence when technician arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

RESIDENTIAL: 2ND CALL

1.1	Labor, REGULAR business hours:	\$58	/per hr.
1.1.1	Trip charge (see Section 2.7):	\$58	/flat rt.
1.2	Labor, AFTER HOURS:	\$90	/per hr.
1.2.1	Trip charge (see Section 2.7):	\$90	/flat rt.
1.3	Labor, WEEKEND AND HOLIDAY:	\$110	/per hr.
1.3.1	Trip charge (see Section 2.7):	\$110	/flat rt.

OTHER:

1.10	Parts, components, units, etc., cost plus:	15	%
1.11	Labor, for services outside the scope of contract:	\$58	/per hr.
1.12	Training (conducted at County location):	\$58	/per hr.

DELTA BAP INC., 16614 N. 40TH DRIVE, PHOENIX, AZ 85053

Terms:	Net 30
Vendor Number:	W000009342 X
Telephone Number:	602-245-8073
Fax Number:	602-795-6188
Contact Person:	Pavel Draginov
E-mail Address:	lometo@cox.net DELTA@DELTABAP.COM
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2012 2015.

DPAIR CORP., 5226 S. 40TH STREET, PHOENIX, AZ 85040

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	

PRICING SHEET NIGP CODE: 9415504, 94155

1.0 PRICING:

Trip charges are explained in Section 2.9.

All billable rates after the first hour shall be in increments of one-quarter hour.

Service rates shall start when tradesman arrives on-site (See note below).

More than one electrician must be pre-approved by the County.

Rates shall be based on the following criteria:

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

NOTE: SERVICES OUTSIDE THE 25-MILE RADIUS

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This service rate shall commence when technician arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

COMMERCIAL/INDUSTRIAL: 4TH 3RD CALL

1.4	Labor, REGULAR business hours:	\$65.00 /per hr.
1.4.1	Trip charge (see Section 2.7):	\$65.00 /flat rt.
1.5	Labor, AFTER HOURS:	\$102.00 /per hr.
1.5.1	Trip charge (see Section 2.7):	\$102.00 /flat rt.
1.6	Labor, WEEKEND AND HOLIDAY:	\$139.00 /per hr.
1.6.1	Trip charge (see Section 2.7):	\$139.00 /flat rt.

OTHER:

1.10	Parts, components, units, etc., cost plus:	20 %
1.11	Labor, for services outside the scope of contract:	\$65.00 /per hr.
1.12	Training (conducted at County location):	\$74.00 /per hr.

DPAIR CORP., 5226 S. 40TH STREET, PHOENIX, AZ 85040

Terms:	Net 30
Vendor Number:	W000007081 X
Telephone Number:	602-438-4747
Fax Number:	602-438-4434
Contact Person:	Sharon Fierke
E-mail Address:	sfierke@dpair.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2012 2015.